

AMERICAN RESCUE PLAN ACT APPLICANT WORKSHOP

Supporting Recovery
Reconnecting Community
Building Resiliency

March 28, 2022

**THE ADVENTURE
STARTS HERE!**

AMERICAN RESCUE PLAN ACT APPLICANT WORKSHOP

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Federal Funds Compliance: Eligible Categories

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁴	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

Federal Funds Compliance: Allowable Costs

Allowable Costs Checklist

(to accompany each reimbursement request)

- ☐ Evidence that program deliverables were met
- ☐ Original documentation supports expenses for items identified in the approved application, including:
 - Invoices/Receipts
 - Leases
 - Timesheets/payroll registers
- ☐ Support for Matching, if required
- ☐ IRS Form W-9 is on file with city

Federal Funds Compliance: Non- Allowable Costs

Non-Allowable Costs

(the following is a non-exhaustive list of examples)

- ☐ Any expense that must comply with the city procurement policy incurred prior to contract execution.
- ☐ Damages covered by insurance
- ☐ Charitable or Political contributions
- ☐ Pay down or pay off debt
- ☐ Bonuses to owners or employees
- ☐ Gifts or parties
- ☐ Draw or salary to owner in excess of amount paid in 2019

Federal Funds Compliance

Subrecipient vs. Contractor

What is the distinction of subrecipient vs. contractor?

- A general distinction is that a subrecipient does not include an individual that is a beneficiary of the program.
- Subrecipients determine who is eligible to receive assistance.
- Contractors provide the goods and services within normal business operations.
- Please reach out for help with the subrecipient vs. contractor determination, or for any questions on federal funds compliance: GPiland@monroewa.gov

Example:

Your organization provides training for businesses (Contractor)

Your organization provides business start-up awards based on eligibility criteria (Subrecipient)

Federal Funds Compliance: Contractor

If determined to be a contractor, an awardee will in most cases only be subject to one compliance requirement—Allowable Costs*

This means awardees will submit reimbursement requests supported by documentation providing evidence that each amount requested was properly expended.

*Other compliance requirements may apply in unique circumstances, for example if equipment or public works/infrastructure purchases are included in the award.

Federal
Funds
Compliance:
Subrecipient

- ❑ Subrecipients are subject to all ARP compliance requirements
- ❑ In addition, the City (as a “pass-through entity” must monitor subrecipient awardees to ensure the subaward:
 - ❑ Is used for authorized purposes
 - ❑ Complies with federal laws and regulations and the terms of the award
 - ❑ Program goals are achieved

Federal Funds Compliance: Subrecipient

Subrecipient Monitoring

The City will conduct a risk assessment to determine whether monitoring tools may be required to ensure accountability, such as:

- ☐ Providing subrecipient awardees with training and technical assistance on program matters
- ☐ On-site reviews of the subrecipient awardee's program operations
 - ☐ Procurement policy
 - ☐ Accounting policy
 - ☐ Compliance with Civil Rights Laws
 - ☐ Conflict of interest policy

Federal
Funds
Compliance:
Subrecipient

Subrecipient applicable requirements*

Compliance Requirements:

- ☐ Allowable Activities/Cost Principles
- ☐ Eligibility
- ☐ Procurement
- ☐ Subrecipient Monitoring
- ☐ Program Income
- ☐ Reporting
- ☐ Civil Rights Compliance

Not all will be applicable, depending on the scope of each award.

Federal Funds Compliance: Subrecipient --Reporting

American Rescue Plan Act reporting includes:

- Project Status:
 - Not Started
 - Completed less than 50%
 - Completed greater than 50%
 - Completed
- Expenditures by Category Code:
 - Report using one code for each project (the City will determine applicable expenditure category codes for awardees.)

ARP Awardee Contract --General Info

- **Pre-Contract**
 - Two contract templates:
 - Projects that support the poor and infirm – *ARP Consultant Agreement*
 - All other projects – *Federal Funds Award Agreement*
- **General Information**
 - Funds distributed on a reimbursement basis, only for those costs actually incurred
 - Business/nonprofit applicants must have a Monroe Business License; nonprofits must also have a documented 501(c)3 or (c)6 designation.
 - Must abide by applicable federal and City procurement policies.
 - Household, organization, and/or clients must be located within the city limits of Monroe.

ARP Awardee Contract --Insurance Provisions

- **Minimum Scope of Coverage**
 - **Commercial General Liability**
 - Insurance shall cover liability arising from premises, operations, stop-gap independent contractors, and personal injury.
 - **Professional Liability**
 - Appropriate to the Awardee's profession
 - **Automobile Liability**
 - Insurance covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - **Workers Compensation**
 - As required by the Industrial Insurance laws of the State of Washington.
- **Minimum Amounts of Insurance**
 - **Commercial General Liability**
 - \$1,000,000 each occurrence / \$2,000,000 aggregate
 - **Professional Liability**
 - \$1,000,000 each occurrence / \$1,000,000 aggregate
 - **Automobile Liability**
 - \$1,000,000 combined single limit per accident for bodily injury and property damage
 - **Workers Compensation**
 - As required by the Industrial Insurance laws of the State of Washington.
- **Other Insurance provisions**
 - Awardee shall notify the City of any policy cancellation within two days of receipt of notice.
 - Insurers must have a current A.M. Best rating of not less than A:VII.
 - Failure to maintain required insurance shall constitute a breach of contract.
 - City shall be insured at the full available limits if awardee maintains coverages in excess of the above minimum amounts.

ARP Contract Process --Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Name of Insurance Company	Enter NAIC#
		INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
		INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
		INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
		INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NSR LTR	ADDL INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/>	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT \$1,000,000 OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE \$Enter Limit AGGREGATE \$Enter Limit \$ \$ \$
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	<input type="checkbox"/>	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

CERTIFICATE HOLDER Aviation Week Events (Show Management)/Freeman/DCC 2 Penn Plaza, 25th Floor New York NY 10121 Event Date: April 2-5, 2012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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ARP Contract Process --Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Form 4: Additional Insured – Ongoing Operations

CG 20 10 04 13

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Not acceptable if left blank. Must show exact name of the additional insured or "as required by contract".	Not acceptable if left blank. Must include project description unless the "by contract" language is used. The location must be the location of the work, not our mailing address.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

For ongoing operations only. A separate endorsement is needed for Additional Insured - Completed Operations.

This endorsement is acceptable only if the contractor is doing work FOR us.

ARP Awardee Contract --Records

- Maintenance of Records / Evaluations and Inspections
 - The Awardee shall maintain accounts and records as deemed necessary by the City to ensure proper accounting and compliance.
 - Shall maintain records of:
 - Employment, Employment Advertisements, Applications for Employment, or the administration or delivery of services
 - Quotes, bids, estimates or proposals by businesses seeking to participate on the Award
 - Shall maintain such records for six years *after termination of the Award.*
 - Awardee shall fully cooperate with the City in the evaluation of the Awardee's compliance with these requirements.

ARP Awardee Contract --Ethics & Legal Compliance / Non- Discrimination

- **Ethics**
 - The Awardee and all sub-awardees/subcontractors shall comply with the City of Monroe Code of Ethics
- **Legal Compliance**
 - Awardee shall comply with all federal, state and municipal laws, ordinances, rules, and regulations applicable to the Awardee's business, equipment and personnel engaged in operations related to the Award.
- **Non-Discrimination and Equal Employment**
 - Awardee shall comply with all applicable federal, state and local laws regarding discrimination
 - Includes Title VI of the Civil Rights Act of 1967
 - Awardee shall not discriminate against any employee or applicant for employment based on the individual's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identify or expression, or age (except by minimum age and retirement provisions)



Questions?

Greg Piland, Finance Manager at
GPiland@MonroeWA.gov

Rich Huebner, Management Analyst
RHuebner@monroewa.gov

Appendix I - Definitions

Beneficiary means an individuals and organizations (e.g., businesses or non-profits) that receives payments from a federal program, but who are not carrying out a federal program.

Contractor means an entity that receives a contract as defined in this section.

Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Internal controls for non-Federal entities means:

- (1) Processes designed and implemented by non-Federal entities to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - (i) Effectiveness and efficiency of operations;
 - (ii) Reliability of reporting for internal and external use; and
 - (iii) Compliance with applicable laws and regulations.

Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Uniform Guidance (2 CFR § 200) streamlines and consolidates government requirements for receiving and using federal awards so as to reduce administrative burden and improve outcomes.

Appendix II – Links to Resources

Compliance Requirements (see Chapter Three of the linked document)

Uniform Guidance

SAM.gov

State & Local Fiscal Recovery Funds Guidance

Procurement Rules

Pass-Through Entity Requirements

Program Income

Category Codes (See Appendix 1 of the linked document)

Assurance of Compliance with Title VI of the Civil Rights Act

Fair Housing Act

Age Discrimination Act

Americans with Disabilities Act

Section 504, Rehabilitation Act

US Treasury Guidance for ARP Local Fiscal Recovery Funds